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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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10/588,268

08/03/2006

Akio Higashi

2006_1188A

5707

52349

7590

04/11/2008

WENDEROTH, LIND & PONACK L.L.P.

2033 K. STREET, NW

SUITE 800

WASHINGTON, DC 20006

EXAMINER

RAVETTI, DANTE

ART UNIT

PAPER NUMBER

4194

MAIL DATE

DELIVERY MODE

04/11/2008

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/588,268	Applicant(s) HIGASHI ET AL.	
	Examiner DANTE RAVETTI	Art Unit 4194	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 03 August 2006.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-32 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-32 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 8/03/2006 is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☒ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date <u>8/3/2006</u> . | 6) <input type="checkbox"/> Other: _____ |

Detailed Action

STATUS OF CLAIM(s)

1. This communication is in response to Application No. 10/588,268, filed on 8/3/2006.
2. Claims 1-32 are currently pending and have been examined.
3. Claims 1-32 have been rejected.
4. **Examiner's Note**: The Examiner has pointed out particular references contained in the prior art of record within the body of this action for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply. Applicant, in preparing the response, should consider fully the entire reference as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the Examiner.

Inventorship

5. This application currently names joint inventors. In considering patentability of the claims under **35 U.S.C. §103(a)**, the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under **37 C.F.R. §1.56** to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of **35 U.S.C. §103(c)** and potential **35 U.S.C. §102(e), (f) or (g)** prior art under **35 U.S.C. §103(a)**.

Information Disclosure Statement

6. The information disclosure statement (IDS) submitted on 8/03/2006. The submission is in compliance with the provisions of **37 C.F.R. §1.97**. Accordingly, the information disclosure statement is being considered by the examiner. An initialed copy of the **Form 1449** is enclosed herewith.

Claim Rejections - 35 U.S.C. §101

7. **35 U.S.C. §101** reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

8. **Claims 30, 31, and 32 are rejected** under **35 U.S.C. §101** because the claimed invention is directed to non-statutory subject matter:

2106.01 Computer-Related Nonstatutory Subject Matter

Descriptive material can be characterized as either "functional descriptive material" or "nonfunctional descriptive material." In this context, "functional descriptive material" consists of data structures and computer programs which impart functionality when employed as a computer component. (The definition of "data structure" is "a physical or logical relationship among data elements, designed to support specific data manipulation functions." The New IEEE Standard Dictionary of Electrical and Electronics Terms 308 (5th ed. 1993).) "Nonfunctional descriptive material" includes but is not limited to music, literary works, and a compilation or mere arrangement of data.

Data structures not claimed as embodied in computer-readable media are descriptive material per se and are not statutory because they are not capable of causing functional change in the computer. See, e.g., Warmerdam, 33 F.3d at 1361, 31 USPQ2d at 1760 (claim to a data structure per se held nonstatutory). Such claimed data structures do not define any structural and functional interrelationships between the data structure and other claimed aspects of the invention which permit the data structure's functionality to be realized. In contrast, a claimed computer-readable medium encoded with a data structure defines structural and functional interrelationships between the data structure and the computer software and hardware components which permit the data structure's functionality to be realized, and is thus statutory.

Similarly, computer programs claimed as computer listings per se, i.e., the descriptions or expressions of the programs, are not physical "things." They are neither computer components nor statutory processes, as they are not "acts" being performed. Such claimed computer programs do not define any structural and functional interrelationships between the computer program and other claimed elements of a computer which permit the computer program's functionality to be realized. In contrast, a claimed computer-readable medium encoded with a computer program is a computer element which defines structural and functional interrelationships between the computer program and the rest of the computer which permit the computer program's functionality to be realized, and is thus statutory. See Lowry, 32 F.3d at 1583-84, 32 USPQ2d at 1035. Accordingly, it is important to distinguish claims that define descriptive material per se from claims that define statutory inventions.

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Computer programs are often recited as part of a claim. USPTO personnel should determine whether the computer program is being claimed as part of an otherwise statutory manufacture or machine. In such a case, the claim remains statutory irrespective of the fact that a computer program is included in the claim. The same result occurs when a computer program is used in a computerized process where the computer executes the instructions set forth in the computer program. Only when the claimed invention taken as a whole is directed to a mere program listing, i.e., to only its description or expression, is it descriptive material per se and hence nonstatutory.

Since a computer program is merely a set of instructions capable of being executed by a computer, the computer program itself is not a process and USPTO personnel should treat a claim for a computer program, without the computer-readable medium needed to realize the computer program's functionality, as nonstatutory functional descriptive material. When a computer program is claimed in a process where the computer is executing the computer program's instructions, USPTO personnel should treat the claim as a process claim. ** When a computer program is recited in conjunction with a physical structure, such as a computer memory, USPTO personnel should treat the claim as a product claim.

Claims 31, 32, and 33 appears to be software with only a nominal recitation of server or system components.

Claim Rejection 35 USC §103

9. The following is a quotation of **35 U.S.C. §103(a)** which forms the basis for all obviousness rejections set forth in this office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in 35 U.S.C. §102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in **Graham v. John Deere Co.**, 383 U.S. 1,148 USPQ 459 (1966) that are applied for establishing a background for determining obviousness under **35 U.S.C. §103(a)** are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the difference between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or non obviousness.

This application currently names joint inventors. In considering patentability of the

claims under **35 U.S.C. §103(a)**, the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under **37 C.F.R. §1.56** to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of **35 U.S.C. §103(c)** and potential **35 U.S.C. §103(e), (f) or (g)** prior art under **35 U.S.C. §193(a)**.

10. **Claims 1, 20, 25, 27, 29, 30, and 32 are rejected under 35 U.S.C §103(a)** as being unpatentable over Mohammed et al, PGPub. No.: US 2003/0028488)(US 2003)(“Mohammed” hereinafter, which teaches a supervised license acquisition in digital rights management system on a computing device) in view of Endoh (PGPub. No.: US 2006/0026105) (US 2006) (“Endoh” hereinafter, which teaches peripheral device information processing method and control program) and in further view of Hori et al., (PGPub. No.: US 2003/0200458) (US 2003) (“Hori” hereinafter, which teaches a storage apparatus that can properly recommence input and output of classified data).

As to claim 1, Mohammed discloses the invention substantially as claimed, a reception device which obtains a license, transmitted from a transmission device, for permitting use of a content, and uses the content based on the license (see Mohammed at least at Abstract; page 1, par. [0002]; page 2, par. [0019]-[0020]);

Mohammed does not expressly disclose the limitation of:

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wherein at least a license import period and a license ID are assigned to the license, the license import period being a period during which the license can be imported to said reception device and made available for use, (see Endoh at least at Abstract; page 1, par. [0010]-[0011]; page 12, par. [0138]; page 15, par. [0012]);

However, Endoh discloses this limitation at the above cited locations. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Mohammed to include the features of Endoh. In the field of Licensing, it is import to designate a license with a license ID and to designate an import period, for the use of the licensed content. Therefore, sufficient rational exists to include the Endoh and to apply them to Mohammed.

Mohammed and Endoh disclose the invention substantially as claimed a reception device comprising:

a license importing unit operable to import the license transmitted from the transmission device (see Endoh at least at page 1, par. [0010]; page 16, par. [0176]; page 17, par. [0185], [0187], [0190])

Mohammed and Endoh does not expressly disclose the limitations of:

a log recording unit operable to hold a license import log including the license ID and the license import period, at least until the license import period expires (see Hori at least at page 1, par. [0010]; page 8, par. [0128]; page 12, par. [0171]; page 13, par. [0182]) and

a license import controlling unit operable to control importing of the license to be performed by said license importing unit, in the case where the license import log includes a license ID that is the same as the license ID of the license imported by said license importing unit (see Hori at least at page 8-9, par. [0128])

However, Hori discloses these limitations at the above cited locations. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Mohammed and Endoh to include the features of Hori. In the field of licensing, it is import to employ the use of a log recording unit to keep a proper accounting of the issuance of licenses. Without this accounting unauthorized and

improper licenses would be generated. Therefore, sufficient rational exists to include the Hori and to apply them to Mohammed and Endoh.

As to claim 20, see the discussion of claim 1.

As to claim 25, see the discussion of claim 1.

As to claim 27, see the discussion of claim 1.

As to claim 29, see the discussion of claim 1.

As to claim 30, see the discussion of claim 1.

As to claim 32, see the discussion of claim 1.

11. **Claims 2, 3, 4, 21, 22, and 26 are rejected** under **35 U.S.C §103(a)** as being unpatentable over Mohammed, Endoh, view of Hori, and in further view of Corbin (Patent No.:5,138,712) (US 1992) ("Corbin" hereinafter, which teaches an apparatus and method for licensing software on a network of computers).

As to claim 2 Mohammed and Endoh does not expressly disclose the limitation further comprising:

a license decrypting unit operable to decrypt an encrypted license once before the encrypted license is imported by said license importing unit, and to generate a decrypted license (see Hori at least at page 1, par. [0010]; page 4, par. [0052]; Figure 1)

However, Hori discloses this limitation at the above cited location. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Mohammed and Endoh to include the features of Hori. In the field of licensing, it is import to employ the use of decrypting an encrypted license. Without such decryption, the user would not have access to the content. Therefore, sufficient rational exists to include the Hori and to apply them to Mohammed and Endoh.

Mohammed, Endoh and Hori does not expressly disclose the limitations further comprising:

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a re-encrypting unit operable to re-encrypt the decrypted license using an encryption key that is different from an encryption key used for encrypting the encrypted license, and to generate a re-encrypted license (see Corbin at least at col. 8, lines 65-70; col. 9, lines 22-35, 48-52); and

a storing unit operable to hold at least the re-encrypted license (see Corbin at least at col. 1, lines 65-69; col. 2, lines 1-2; col. 2, lines 40-50; col. 5, lines 15-25).

However, Corbin discloses this limitation at the above cited location. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Mohammed, Endoh and Hori to include the features of Corbin. In the field of licensing, re-encryption provides an additional layer of security to the license. Without such re-encryption, it exposes the license to fraudulent use. Also, it is important to store the re-encrypted license information for later use and access. Therefore, sufficient rational exists to include the feature Corbin and to apply them to Mohammed, Endoh and Hori.

As to claim 3, Mohammed, Endoh and Hori does not expressly disclose the limitations further comprising:

wherein an encryption transformation period is further assigned to the license, the encryption transformation period being a period during which a re-encryption can be performed by said re-encrypting unit (see Corbin at least at col. 7, lines 60-68; Claims 3, 17), and

said re-encrypting unit is operable to generate the re-encrypted license by re-encrypting a license within the encryption transformation period, and to store the re-encrypted license into said storing unit (see Corbin at least at col. 1, lines 65-69; col. 2, lines 1-2; col. 2, lines 40-50; col. 5, lines 15-25; col. 9, lines 20-35).

However, Corbin discloses this limitation at the above cited location. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Mohammed, Endoh and Hori to include the features of Corbin. In the field of licensing, it is important to use and maintain fresh licenses. Therefore, for freshness purposes, it is important to establish an transformation period to perform encryption.

Therefore, sufficient rational exists to include the feature Corbin and to apply them to Mohammed, Endoh and Hori.

As to claim 4, Endoh, Hori and Corbin does not expressly disclose the limitation of:

wherein said reception device is made up of a terminal apparatus which reproduces the content (see Mohammed at least at Abstract (Reproduces = Rendering); page 1, par. [0011]; page 2, par. [0018]-[0020]; Figure 10), and

However, Mohammed discloses this limitation at the above cited location.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Endoh, Hori and Corbin to include the features of Mohammed. In the field of licensing content, it is important to be able to reproduce that content to the user. Therefore, sufficient rational exists to include the feature Mohammed and to apply them to Corbin, Endoh and Hori.

Endoh, Hori and Mohammed does not expressly disclose the limitation of a security module which is operated in conjunction with said terminal apparatus:

- (i) said storing unit is included in said terminal apparatus (see Corbin at least at col. 1, lines 65-69; col. 2, lines 1-2; col. 2, lines 40-50; col. 5, lines 15-25);
- (ii) said re-encrypting unit is included in said security module (see Corbin at least at col. 1, lines 65-69; col. 2, lines 1-2; col. 2, lines 40-50; col. 5, lines 15-25; col. 9, lines 20-35); and
- (iii) the encryption key used by said re-encrypting unit is a stored encryption key that is unique to one of said security module and said terminal apparatus (see Corbin at least at col. 8, lines 50-70; col. 9, lines 11-35; Claim 1)

However, Corbin discloses these limitations at the above cited locations.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Endoh, Hori and Mohammed to include the features of Corbin. (see motivation and rationale from above) Therefore, sufficient rational exists to include the

feature Corbin and to apply them to Mohammed, Endoh and Hori.

Endoh, Corbin and Mohammed does not expressly disclose the limitation of a

(iv) said log recording unit (see Hori at least at page 1, par. [0010]; page 8, par. [0128]; page 12, par. [0171]; page 13, par. [0182]),

(v) said license import controlling unit (see Hori at least at page 8-9, par. [0128]); and

However, Hori discloses these limitations at the above cited locations.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Endoh, Corbin and Mohammed to include the features of Hori. In the field of licensing, it is important to employ the use of a license controlling device and to maintain a log for license entries. Therefore, sufficient rational exists to include the feature Hori and to apply them to Mohammed, Endoh and Corbin.

Hori, Corbin and Mohammed does not expressly disclose the limitation of a

(vi) at least one of said license importing unit (see Endoh at least at page 1, par. [0010]; page 16, par. [0176]; page 17, par. [0185], [0187], [0190]),

However, Endoh discloses this limitation at the above cited locations.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Hori, Corbin and Mohammed to include the features of Endoh. (see rationale and motivation from above) Therefore, sufficient rational exists to include the feature Endoh and to apply them to Mohammed, Hori and Corbin.

As to claim 21, see the discussion of claim 2.

As to claim 22, see the discussion of claim 2 and 3.

As to claim 26, see the discussion of claim 2 and 3.

12. **Claims 5 and 24 are rejected** under **35 U.S.C §103(a)** as being unpatentable

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over Mohammed, Endoh, Hori, view of Corbin and in further view of Higashi et al., (PGPub No.: US 2003/0190044) (US 2003) ("Higashi" hereinafter, which teaches a content using system)

As to claim 5, Mohammed, Endoh, Hori, and Corbin does not expressly disclose the reception device further comprising

a re-encrypted license decrypting unit operable to judge whether or not the license has been re-encrypted and to decrypt the re-encrypted license in the case of judging that the license has been re-encrypted (see Higashi at least at page 1, par. [0005], page 5, par. [0089]; page 7, par. [0121]; page 13, par. [0225]; Claim 22).

However, Higashi discloses this limitation at the above cited locations.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Hori, Corbin, Mohammed and Endoh to include the features of Higashi. In the field of licensing, when re-encryption is used, it is important to be able to decrypt the re-encryption. Therefore, sufficient rational exists to include the feature Higashi and to apply them to Mohammed, Endoh, Hori and Corbin.

As to claim 24, see the discussion of claim 5.

13. **Claims 6 and 7 are rejected** under **35 U.S.C §103(a)** as being unpatentable over Mohammed, Endoh, in view of Hori, in further view of Ginter et al., (Patent No.: 7,124, 302) (U.S. 2006) ("Ginter" hereinafter, which teaches a systems and methods for secure transactions management and electronic rights protection).

As to claim 6, Mohammed, Endoh, in view of Hori, does not expressly disclose the limitations further comprising:

a contract judging unit operable to judge whether or not a contract regarding the license to be

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obtained by said license importing unit has been made, (see Ginter at least at col. 5 lines 35-53; col. 6, lines 50-55; col. 7, lines 5-15; col. 9, lines 50-60; col. 14, lines 55-67).

wherein said license importing unit is operable to judge whether or not the license import period is valid in the case where said contract judging unit judges that the contract has been made, and to permit importing of the license when judging that the license import period is valid (see Ginter at least at col. 47, lines 30-40; col. 47, lines 25-35; col. 154, lines 43-55).

However, Ginter discloses these limitations at the above cited locations. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Hori, Mohammed and Endoh to include the features of Ginter. In the field of licensing, license contract information is important information to use and review. License contract information may contain usage rights. Therefore, sufficient rational exists to include the feature Ginter and to apply them to Mohammed, Endoh, and Hori.

As to claim 7, Hori, Endoh and Ginter does not expressly disclose the limitation of the reception device comprising:

wherein said reception device is made up of a terminal apparatus which reproduces the content (see Mohammed at least at Abstract (Reproduces = Rendering); page 1, par. [0011]; page 2, par. [0018]-[0020]; Figure 10),

However, Mohammed discloses this limitation at the above cited locations. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Hori, Ginter and Endoh to include the features of Mohammed. (see prior rational and motivation) Therefore, sufficient rational exists to include the feature Mohammed and to apply them to Ginter, Endoh, and Hori.

Hori, Endoh and Mohammed does not expressly disclose the limitation of the reception device comprising:

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and a security module which is operated in conjunction with said terminal apparatus said contract judging unit is included in said security module (see Ginter at least at col. 5 lines 35-53; col. 6, lines 50-55; col. 7, lines 5-15; col. 9, lines 50-60; col. 14, lines 55-67).

However, Ginter discloses this limitation at the above cited location. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Hori, Mohammed and Endoh to include the features of Ginter. (see prior rational and motivation) Therefore, sufficient rational exists to include the feature Ginter and to apply them to Mohammed, Endoh, and Hori.

As to claim 23, see the discussion of claim 6.

14. **Claims 8-12 are rejected** under **35 U.S.C §103(a)** as being unpatentable over Mohammed, Endoh, in view of Hori, in further view of Kawamura (PGPub. No.: US 2005/0146966) (U.S. 2005) ("Kawamura" hereinafter, which teaches an information processing system)

As to claim 8, Mohammed, Endoh, and Hori, does not expressly disclose the limitation of:

wherein, in the case where the license is imported by said license importing unit, a license import log is recorded further in said log recording unit, the license import log including a license ID and a validity period of the imported license (see Kawamura at least at page 8, par. [0135]).

However, Kawamura discloses this limitation at the above cited locations. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Hori, Mohammed and Endoh to include the features of Kawamura. In the field of licensing, it is important to employ the use of a license ID and a validity period. The license ID identifies the license and the validity period is a use restriction,

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upon the license. Therefore, sufficient rational exists to include the feature Kawamura and to apply them to Mohammed, Endoh, and Hori.

As to claim 9, Mohammed, Endoh, and Hori, does not expressly disclose the limitation further comprising

a license import period generating unit operable to generate the license import period of the license import log in the case where the license import period is not set in the license, wherein said log recording unit is operable to hold a license import log including the license ID and the generated license import period (see Kawamura at least at page 1, par. [0006]; page 5, par. [0093]; page 6, par. [0112]-[0113]; page 7, par. [0127]).

However, Kawamura discloses this limitation at the above cited locations.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Hori, Mohammed and Endoh to include the features of Kawamura.

In the field of licensing, it is important to employ the use of a license import period and log to ensure the use of fresh licenses. Therefore, sufficient rational exists to include the feature Kawamura and to apply them to Mohammed, Endoh, and Hori.

As to claim 10, Mohammed, Endoh, and Hori, does not expressly disclose the limitation further comprising

wherein a license import condition is further assigned to the license, and said license import controlling unit is operable to control importing of the license based on the license import condition (see Kawamura at least at page 1, par.[0006]; page 5, par. [0093]; page 6, par. [0112]-[0113]; page 7, par. [0127]).

However, Kawamura discloses this limitation at the above cited locations.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Hori, Mohammed and Endoh to include the features of Kawamura.

In the field of licensing, it is important to check the condition of the license before using it. Therefore, sufficient rational exists to include the feature Kawamura and to apply

them to Mohammed, Endoh, and Hori.

As to claim 11, Mohammed, Endoh, and Hori, does not expressly disclose the limitation further comprising:

a message presenting unit operable to present, in the case where the license is not imported by said license import controlling unit, at least one of the following:

an indication that the license cannot be imported; and a reason why the license cannot be imported (see Kawamura at least at page 1, par. [0090], [0093]; page 6, par. [0102], [0107]);

However, Kawamura discloses this limitation at the above cited locations.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Hori, Mohammed and Endoh to include the features of Kawamura.

In the field of licensing, it is important to provide the user with a message in the event of license importation failure. Therefore, sufficient rational exists to include the feature Kawamura and to apply them to Mohammed, Endoh, and Hori.

As to claim 12, Mohammed, Endoh, and Hori, does not expressly disclose the limitation further comprising:

wherein the license import period is one of a validity period of the license and a period that is set separately from the validity period of the license (see Kawamura at least at page 4, par. [0083]-[0085]).

However, Kawamura discloses this limitation at the above cited locations.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Hori, Mohammed and Endoh to include the features of Kawamura.

In the field of licensing, it is important to be able to distinguish between the validity period of a license and the import period. Therefore, sufficient rational exists to include

the feature Kawamura and to apply them to Mohammed, Endoh, and Hori.

15. **Claim 13 is rejected** under **35 U.S.C §103(a)** as being unpatentable over Mohammed, Endoh, in view of Hori, in further view of Block et al., (PGPub. No.: US 2003/0220883) (U.S. 2003) ("Block" hereinafter, which teaches a mechanism for handling software license agreements or multi-user systems)

As to claim 13, Mohammed, Endoh, and Hori does not expressly disclose the limitations of:

wherein a package ID that is an identification number of a package, an in-package license ID that is an identification number included in the package (see Block at least at Abstract; Page 1, par. [0016]-[0018]);

and a validity period of the license are assigned further to the license (see Block at least at Abstract; page 1, par. [0004], [0014], [0016]);

the package being a unit off purchasing the content, (see Block at least at page 1, par. [0004], [0005], [0007] (Marketed = Purchasing));

said license import controlling unit is operable to control importing of the license performed by said license importing unit, in the case where the license import log includes a pair that is the same as a pair of the package ID and the in-package license ID (see Block at least at page 2, par. [0020]; page 8, par [0081]; Claim 20).

However, Block discloses these limitations at the above cited locations. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Hori, Mohammed and Endoh to include the features of Block. In the field of licensing, it is often the case to provide licenses in packages. Therefore, it is important to issue a package ID and the be able to market theses packages. Therefore, sufficient rational exists to include the feature Block and to apply them to Mohammed, Endoh, and Hori.

Block, Endoh, and Hori does not expressly disclose the limitations of:

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said log managing unit is operable to record, at a first importing of the license in the package, a license import log including the package ID, the in-package license ID, the validity period, and an imported license ID that has been already imported, said log managing unit is operable to update and record, at a second and subsequent importing of the license in the package, only the imported license ID of the license import log (see Mohammed at least at page 11, par. [0156]); and

However, Mohammed discloses this limitation at the above cited location. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Hori, Block and Endoh to include the features of Mohammed. In the field of licensing, it is often the case to provide licenses in packages. In the field of licensing, it is important to keep an accounting of license information. Therefore, sufficient rational exists to include the feature Mohammed and to apply them to Block, Endoh, and Hori.

16. **Claims 14, 19, 25, 28 and 31 are rejected** under **35 U.S.C §103(a)** as being unpatentable over Kawamura, in view of Block.

As to claim 14, Kawamura discloses the invention substantially as claimed a transmission device which transmits a license to a reception device which uses a content based on the license for permitting use of the content, said transmission device comprising:

a license generating unit operable to generate the license (see Kawamura at least at Abstract; page 1, par. [0005]; page 3, par. [0054]);

a license ID assigning unit operable to assign the license with a license ID that is an identification number (see Kawamura at least at page 7, par. [0119], [0131]-[0134]);

a transmitting unit operable to transmit, to the reception device, the license to which at least the license ID and the license import period are assigned (see Kawamura at least at page 10, par. [0170]; page 11, par. [0194]; page 13, par. [0221]).

Kawamura does not expressly disclose the limitation of:

a license import period assigning unit operable to assign the license with a license import period

that is a period during which at least the license can be imported to the reception device and made available for use (see Block at least at page 1, par. [0006])

However, Block discloses this limitation at the above cited location. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura to include the features of Block. In the field of licensing, it is common practice to issue a "trial period" in which to activate or not activate a license. Therefore, sufficient rational exists to include the feature Block and to apply them to Kawamura.

As to claim 19, Block does not expressly teach the limitation of a transmission device where in the license import period is one of a validity period of the license and a period that is set separately from the validity period of the license. However, Kawamura discloses this limitation at least at page 4, par. [0083]-[0085].

As to claim 25, see the discussion of claim 14.

As to claim 28, see the discussion of claim 14.

As to claim 31, see the discussion of claim 14

16. **Claim 15 is rejected** under **35 U.S.C §103(a)** as being unpatentable over Kawamura, Block, and in view of Mourad et al., (PGPub No.: US 2003/0135464) (U.S. 2003) ("Mourad" hereinafter, which teaches a digital content distribution using web broadcasting services) and in further view of Kohiyama et al., (PGPub. No.: US 2003/0126457)(U.S. 2003) ("Kohiyama" hereinafter, which teaches information reproducing apparatus and secure module)

As to claim 15, Kawamura and Block does not expressly disclose the limitations of:

The transmission device according to Claim 14, wherein the reception device comprises a re-encrypting unit operable to generate a re-encrypted license by re-encrypting a decrypted license using an encryption key that is different from an encryption key used for encrypting the license, said transmission device further comprises: (see Mourad at least at page 17-18; par [0375]; page 22, par. [0430]; page 52, par. [1008], page 53, par. [1008])

However, Mourad discloses this limitation at the above cited location. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura and Block to include the features of Mourad. In the field of licensing, it is important to be able to encrypt and re-encrypt data. It is also important to have separate keys for each encrypting event. Therefore, sufficient rational exists to include the feature Mourad and to apply them to Kawamura and Block.

Kawamura, Block and Mourad does not expressly disclose these limitations:

an encryption transformation period assigning unit operable to assign the license with an encryption transformation period that is a period during which re-encrypting of the license can be performed by the re-encrypting unit (see Kohiyama at least at page 9, par. [0195], [0199], [0208]; page 10, par. [0219], [0225])

wherein said transmitting unit is operable to transmit, to the reception device, the license to which at least the license ID and the encryption transformation period are assigned (see Kohiyama at least at page 1, par. [0003]; page 5, par. [0100], [0102]).

However, Kohiyama discloses these limitation at the above cited locations. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura, Block and Mourad to include the features of Kohiyama. In the field of licensing, having an license encryption transformation period ensures the licenses are up to date. Therefore, sufficient rational exists to include the feature Kohiyama and to apply them to Kawamura and Mourad.

17. **Claims 16 and 17 are rejected** under **35 U.S.C §103(a)** as being unpatentable over Kawamura, in view of Block, and in further view of Kume et al., (PGPub. No.: US 2006/0015465)(U.S. 2006) ("Kume" hereinafter, which teaches an apparatus for licensing information ascertainment).

As to claim 16, Kawamura and Block does not expressly disclose the transmission device further comprising

a license import period assignment determining unit operable to determine whether or not to assign the license import period to the license (see Kume at least at page 3, par, [0049]).

However, Kume discloses this limitation at the above cited location. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura and Block to include the features of Kume. In the field of licensing, the license import period is a usage rights. Therefore, sufficient rational exists to include the feature Kume and to apply them to Kawamura and Block.

As to claim 17, Kawamura and Block does not expressly disclose the transmission device further comprising a license import condition assigning unit operable to assign a license import condition to the license. However, Kume discloses this limitation at least at page 3, par, [0049]. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura and Block to include the features of Kume. In the field of licensing, the license import period is a usage rights and it would be proper to assign it to a license. Therefore, sufficient rational exists to include the feature Kume and to apply them to Kawamura and Block.

18. **Claim 18 is rejected** under **35 U.S.C §103(a)** as being unpatentable over Kawamura in view of Block, and in further view of Corbin.

As to claim 18, Kawamura and Block does not expressly disclose the limitation of the transmission device further comprising a license encrypting unit operable to generate an encrypted license by encrypting the license. However, Corbin discloses this limitation at least at the Abstract; col. 2, lines 5-30, 40-50; col. 5, lines 60-70. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura and Block to include the features of Corbin. In the field of licensing, it is important to be able to encrypt a license. Therefore, sufficient rational exists to include the feature Corbin and to apply them to Kawamura and Block.

Conclusion

19. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Any inquiry concerning this communication or earlier communication from the examiner should be directed to **Mr. Dante Ravetti** whose telephone number is **(571) 270-3609**. The examiner can normally be reached on Monday – Thursday 7:30am-5:00pm.

If attempts to reach examiner by telephone are unsuccessful, the examiner's supervisor, **Mr. Charles Kyle** may be reached at **(571) 272-6746**. The fax phone number for the organization where this application or proceeding is

assigned is **(571) 273-8300**.

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/Dante Ravetti/
Examiner, Art Unit 4194
Tuesday, April 08, 2008

/Charles R. Kyle/
Supervisory Patent Examiner, Art Unit 4194